

The Honorable Ricardo S. Martinez

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation;  
and VALENTINO S.P.A., an Italian corporation

No. 2:20-cv-00934

Plaintiffs,

CONSENT DECREE

v.

KAITLYN PAN GROUP, LLC f/k/a/ "JANE'S  
INTERNATIONAL TRADING, LLC", a New  
York limited liability corporation; HAO PAN, an  
individual, and JOHN and/or JANE DOES 1-10;

Defendants.

**CONSENT DECREE**

Pursuant to a confidential settlement agreement reached in this matter (the "Settlement Agreement"), the parties have jointly requested entry of this Consent Decree. Finding that it is in the interests of justice to do so, the Court grants the motion and hereby ORDERS as follows:

1. Plaintiffs Amazon.com, Inc. ("Amazon") and Valentino S.p.A. ("Valentino") (collectively "Plaintiffs") assert that Defendants Kaitlyn Pan Group, LLC and Hao Pan (collectively "Defendants") have introduced a line of shoes that copy and infringe the design of Valentino's Garavani Rockstud shoes, as described in Plaintiffs' Complaint in this action (the "Infringing Products"). Plaintiffs further assert that Defendants' importation, marketing, offering for sale, and sale of the Infringing Products, through their website [www.kaitlynpanshoes.com](http://www.kaitlynpanshoes.com) and on the Amazon store, without authorization from Valentino: (1) infringes United States Trademark Registration No. 43652864 for ROCKSTUD (the "Valentino Trademark") under § 43(a) of the Lanham Act; (2) infringes United States Design Patent Nos. D818,249, D817,608, D779,796, D835895, D812,354, and D852,473 (the "Valentino Design Patents"); (3) constitutes unfair competition in violation of the Lanham Act and Washington

1 state law, and (4) breaches Amazon's Business Solutions Agreement, including the Amazon  
2 Anti-Counterfeiting Policy incorporated therein.

3 2. Without admitting to any of the assertions in the Complaint, Defendants have  
4 agreed, as part of the Settlement Agreement, to the entry of a Consent Decree whereby  
5 Defendants: (a) acknowledge that Valentino owns certain trade dress rights in the design of  
6 shoes, handbags, accessories, and other related goods adorned with three-dimensional, square  
7 pyramid shaped studs as referenced in the Settlement Agreement (the "Valentino Rockstud  
8 Trade Dress"); (b) acknowledge and agree not to challenge that the Valentino Design Patents,  
9 Valentino Trademark, and Valentino Rockstud Trade Dress are valid, well-known, and famous;  
10 (c) are enjoined from importing, marketing, offering for sale, and selling the Infringing Products  
11 and any products bearing, decorated, or adorned with diamond- or square pyramid-shaped studs;  
12 (d) acknowledge that Kaitlyn Pan's Trademark Application Serial No. 88/611,397 for ROCK'N  
13 STUDS BY KAITLYN PAN has been expressly abandoned and will not be revived; and (e) are  
14 enjoined from directly or indirectly through any other party advertising or selling, or attempting  
15 to advertise or sell any goods or services of any type on Amazon.com without the prior written  
16 consent of Amazon Legal.

17 3. Accordingly, the Court ORDERS that Defendants, their owners, members,  
18 employees, agents, predecessors, successors, transferees, assigns, and other representatives are  
19 permanently enjoined and restrained from: (a) selling, offering for sale, advertising, marketing,  
20 shipping, transmitting, or distributing to Amazon, or to any other person or entity through any of  
21 Amazon's websites, any product or service without the prior written consent of Amazon Legal;  
22 (b) applying for, opening, operating, controlling, or using any Amazon seller or vendor account,  
23 or applying for or participating in any Amazon Affiliate Program without the prior written  
24 consent of Amazon Legal; (c) manufacturing, distributing, offering to sell, or selling Infringing  
25 Products and any products bearing, decorated, or adorned with diamond- or square pyramid-  
26 shaped studs; (d) applying to the U.S. Patent & Trademark Office for a mark containing or  
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1 comprised of the words “rock” and “stud”; and (e) assisting, aiding, or abetting any other person  
2 or entity in engaging in or performing any of the activities listed above.

3 4. All claims against Defendants are dismissed with prejudice. Notwithstanding the  
4 dismissal of this action, the parties further agree that this Court shall retain exclusive personal  
5 and subject matter jurisdiction to enforce the terms of this Consent Decree and the Settlement  
6 Agreement entered into in connection herewith.

7 5. Each party shall bear its attorney fees and costs incurred in connection with this  
8 matter.

9 **IT IS SO ORDERED.**

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11 DATED: \_\_\_\_\_, 2021

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14 The Honorable Ricardo S. Martinez  
15 United States District Judge  
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